



U.S. General Services Administration

## **Request for Quotation (RFQ)**

For the Establishment of Multi-Agency Multiple Award Blanket Purchase Agreements (BPAs)  
for Information Technology Commodities, Ancillary Suppliers and Services and Associated  
Software.

Issued by:

**The General Services Administration (GSA)**  
**National Information Technology Commodity Program (NITCP)**  
Federal Acquisition Service, Integrated Technology Service  
401 West Peachtree Street NW, Suite 820  
Atlanta, GA 30308

Issuance Date: TBD

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## **1.0 GLOSSARY**

**Acceptance** means the act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

**Agency** means any executive department, military department, Government corporation, Government controlled corporation, or other establishment in the executive branch of the Government (including the Executive Office of the President), or any independent regulatory agency.

**Award Date** means the date the Blanket Purchase Agreement is established through express award action (e.g., execution of GSA Form 300) by the GSA Contracting Officer.

**Business Day** means every day of the week, other than Saturday or Sunday or a federal holiday.

**Contracting Officer** means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

**Contiguous United States (CONUS)** means the 48 contiguous States and the District of Columbia

**Environmentally Preferable Purchasing (EPP)** means purchasing products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view more information on this program, please utilize the hyperlink: <http://www.epa.gov/epp/>

**Order Status** means information from contractor provided to customer indicating the exact whereabouts an order is in the contractors computer system: e.g.: order entry, order fulfillment, shipping or delivery status.

**Trade Agreement Act (TAA)** refers to the Trade Agreements Act of 1979 (TAA), Pub.L. 96-39, 93 Stat. 144, enacted July 26, 1979, codified at 19 U.S.C. ch.13 (19 U.S.C. §§ 2501–2581), is an Act of Congress that governs trade agreements negotiated between the U.S. and other countries under the Trade Act of 1974.

## **2.0 BACKGROUND**

2.1 The General Services Administration (GSA) National Information Technology Commodity Program (NITCP) intends to issue Multiple Award Blanket Purchase Agreements for Information Technology (IT) Commodities, Ancillary Supplies and Services, and Associated Software as a follow on to the NITCP First Generation Information Technology (1GIT) BPAs. The First Generation BPAs were based on industry market research which suggested a segmented model with multiple sets of BPAs serving individual commodity groups. This approach was only moderately successful. Direct customer feedback was used to develop the 2GIT integrated approach as experience has proved that customers are looking for a single source for all of their commodity needs. The General Services Administration Office of Chief Information Officer (OCIO), US Marshals Services and Federal Communications Commission specifically requested this approach to provide for a total solution for their prospective customers.

2.2 The Second Generation Information Technology (2GIT) BPAs will contain attributes not found in other IT commodity acquisition solutions within the Federal Government. Further, the 2GIT BPAs are based on direct customer feedback, signed Memorandums of Understanding (MOU), and include strategic sourcing attributes such as data collection and reporting. Multiple Award Schedule (MAS) contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers. This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the GSA Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

2.3 GSA possesses unique capabilities to serve Federal, State and Local business partners based on Section 211 of the E-Government Act of 2002 (Public Law 107-347). A broader market provides more opportunity to collect prices paid and continue to evolve strategic sourcing savings across the Government. Beyond the basic legal authorities, GSA also has technology tools such as GSA Reverse Auction and GSA Advantage! That serves Federal, State, and Local business partners. This combination of data collection, price, and process savings cannot be found in any other acquisition solution.

### **3.0 OBJECTIVE**

3.1 To achieve the Government's goals, the following objectives are sought through this acquisition:

- Achieve uniform prices and measurable total cost savings while maintaining or improving current service capability levels;
- Obtain significant reporting and transactional data to enable agencies to better manage spend for IT Products;
- Ensure regulatory compliance in the acquisition of IT products to include; sustainable purchase requirements, and the Trade Agreements Act (TAA);

- Align purchasing with existing agency business practices; and
- Improve ordering process for IT commodities.

3.2 The overall goal is to allow the Government a fast and effective way to order IT commodities, ancillary supplies and services and associated software at sharply discounted prices with prompt, cost-effective delivery and effective customer service, while capturing economies of scale, ensuring compliance with applicable regulations, fostering markets for sustainable technologies and environmentally preferable products, while simplifying data collection.

#### **4.0 SCOPE**

4.1 The fundamental scope of the 2GIT BPAs is to provide a streamlined process for procuring IT commodities, ancillary supplies and services, and associated software for federal, state and local government agencies. The types of IT products that will be available through the 2GIT BPAs include Client Computing Devices, Peripherals, Data Center Equipment, Storage, Communications Equipment, Electronic Equipment, Fiber Optic Equipment, Ancillary Supplies and Service Options and Associated Software. The 2GIT BPAs will be available for use by the GSA Office of Chief Information Officer, US Marshals Service, Federal Communications Commission (FCC) and its E-Rate Program, and other federal agencies (both civilian and military). The 2GIT BPAs will also be available for use by state and local governments through the GSA Cooperative Purchasing Program.

4.2 Customers will be able to use the GSA Advantage! online configurator to fulfill customized orders for IT Equipment and ancillary supplies and services which may be ordered in conjunction with support of products purchased. The 2GIT BPAs will allow for delivery of equipment to both Continental United States (CONUS) and Outside the Continental United States (OCONUS) locations.

4.3 No open market items will be accepted. All offered products shall be available under the proposed GSA Federal Supply Schedule (FSS) Price List by the closing date and time of the quote submissions. Authorized users are Federal, and approved State and local agencies.

4.4 The government estimates, but does not guarantee, that the volume of purchases procured under this BPA will be \$5,000,000,000.00. This is not a ceiling amount and the accumulated value of delivery orders/calls issued under this BPA may exceed this amount without BPA modification. No funds will be obligated under the 2GIT BPA(s). The government is obligated only to the extent of authorized orders actually made against the BPA(s).

The BPA(s) will be administered by the GSA Federal Acquisition Service, Southeast Sunbelt Region 4, National Information Technology Commodity Program (NITCP) located at 401 W. Peachtree Street, Suite 820, Atlanta, GA 30308.

This solicitation will consist of three product category pools. The following table describes the products offered under each pool.

Pool	BPA Special Item Name	Product Category
0001	Full IT Hardware and Associated Software, Supplies and Services.	Client Computing Devices, Peripherals, Data Center Equipment, Storage, Communications Equipment, Electronic Equipment, Fiber Optic Equipment, Ancillary Supplies and Services, Software
0002	Network Equipment/Video Teleconference Equipment	Communication Equipment, Electronic Equipment, Fiber Optic Equipment, Hardware Ancillary Supplies and Services
0003	Land Mobile Radios (LMR)	Communication Equipment, Hardware Ancillary Supplies and Services

\* Hardware Ancillary Supplies and Services which fall under SIN 132-100 may only be ordered in conjunction with or in support of supplies and/or services of one or more SINs under the applicable Schedule 70 contract.

Ordering activities may seek competition among awarded vendors in Pools 001, 0002, and 0003 to provide a total solution under each delivery order.

#### **5.0 PERIOD OF PERFORMANCE**

The BPAs will remain in effect for (5) five years from date of award, consistent with the term of the Schedule 70 contract.

#### **6.0 OBLIGATION OF FUNDS**

Funding will be included in association with the various methods of ordering, i.e. orders, calls, requisitions, government purchase cards, Federal Standard Requisitioning and Issue Procedures (FEDSTRIP), Military Standard Requisitioning and Issue Procedures (MILSTRIP), Department of Defense Activity Address Code (DODAAC), Activity Address Code (AAC), and Military Interdepartmental Purchase Request (MIPR). The Government is obligated only to the extent of orders placed under the established BPA.

#### **7.0 PRODUCT REQUIREMENTS**

7.1 The product category requirements include: Client Computing Devices, Peripherals, Servers, Storage, Communication Equipment, Electronic, Fiber Optic Equipment, Hardware Ancillary

Supplies and Services and software. Contractors are required to ensure that its products are sourced directly from the Original Equipment Manufacture (OEM) or an OEM authorized channel partner no gray market, remanufactured, or refurbished products shall be listed or offered under these Multiple Award Blanket Purchase Agreements.

7.2 All items must be covered by the manufacturer's original standard commercial warranty.

7.3 Contractors must ensure that products requiring installation must be sourced from an approved OEM channel partner unless specified by the ordering activity Contracting Officer.

## **8.0 BPA TERMS AND CONDITIONS**

### **8.1 Prevailing Terms and Conditions:**

All terms and conditions of the Contractor's awarded Federal Supply Schedule 70 Contract shall apply to the BPA. Cooperative purchasing orders for approved State and Local government entities, which include the Federal Communications Commission eRate program, shall follow all state and local procurement laws. The terms and conditions of the Contractor's Federal Supply Schedule 70 contract shall prevail over the BPA and all orders, except to the extent that lower prices and delivery terms in the established BPA shall take precedence over higher prices in the Contractor's Federal Supply Schedule 70 contract. Ordering activities delivery terms may extend beyond the BPA delivery terms if included in the ordering activities terms and conditions.

### **8.2 Vendor Administration Requirements:**

- a. Within 5 business days of BPA establishment, contractor shall provide BPA Contracting Officer and BPA Contract Specialist with catalog of products available on its GSA Schedule that fall within scope of the appropriate BPA pool.
- b. The awarded BPA holder(s) shall maintain a current catalog of Market Basket Items and Non Market Basket Items throughout the BPA period of performance. The awarded BPA holder(s) shall provide the BPA Contracting Officer with an updated catalog upon any product additions, deletions, price increase, price decreases or product deletions.
- c. The awarded BPA holder shall ensure that the products offered reflects the part number(s) assigned by the product's manufacture.
- d. The BPA holder shall ensure that the awarded market basket discount and non-market basket discount pricing should be fixed for the duration of the BPA, unless otherwise negotiated by the BPA Contracting Officer. At no time during the BPA's period of performance shall a product price exceed the calculated BPA price using the percentage discount agreed to at the time of the BPA establishment.
- e. The BPA holder shall maintain the entire market basket of items on its BPA over the life of the agreement unless the market basket of items has been modified by the BPA Contracting Officer.



Market Basket items may only be replaced if items have been discontinued, no longer Trade Agreement Compliance or unless authorized by the BPA Contracting Officers. Awarded BPA holder must maintain market basket discount for each line item over the life of the BPA unless approved by the BPA Contracting Officer.

f. Non Market Basket Pricing - BPA holder shall apply product category discount to all non-market basket items from the vendors full GSA IT Schedule 70 catalog that falls within scope of the appropriate category.

g. Order Volume Discounts: If increased quantities will yield lower unit prices, contractors are requested to provide quantity discounts and the thresholds for which those discounts will be realized along with their quote submissions.

h. Customer Service: Contractor shall provide a customer service center that is operational, at a minimum, from 8:00 a.m. to 8:00 p.m. EST, Monday through Friday. With the exception of federal holidays, the hours of operation shall be those of the location of the customers in the contiguous United States. Customer service personnel shall be knowledgeable of the state and local governments purchasing procedures and those procedures specifically tailored to the BPA.

i. Equipment Modifications - The Contractor shall not substitute equipment or make any modifications to equipment ordered which would result in any change to the OEM model number, part number or series on equipment unless authorized in writing by the GSA BPA Contracting Officer.

j. Technology Refresh Requirements - Contractors shall be responsible for introducing new equipment to its BPA within 30 days as it is commercially available from the OEM(s).

k. Contractor shall provide updated information for BPA point of contact and alternate point of contact within 3 days after BPA award and immediately as changes occur.

l. Point of Sale: At the effective date of the BPA award, the Contractor shall provide the BPA discount against all orders when payment (point-of-sale) is made through the Government purchase card. Contractor shall recognize the Government purchase card and automatically charge a price no higher than the BPA price. The point-of-sale discount shall apply to all purchases for items covered by the BPA via GSA Advantage!, DoD Email or contractor ordering portals, except when the ordering agency specifies that it is using another acquisition vehicle. BPA pricing shall be honored through all purchase channels.

m. Participating Dealer Agreements will be allowed under the National IT Commodity BPA's pending approval upon the GSA National IT Commodity Program Senior Contracting Officer. The BPA holders must be in full compliance with GSAR Clause 552.232-83, Contractors Billing Responsibilities – The BPA holder is required to perform all billings made pursuant to this contract.



n. Orders placed through BPA holder's website may not be placed through individual dealer websites. All marketing shall be done in the name of the BPA holder and not dealer. Dealer's responsibility is to provide order fulfillment on behalf of the BPA holder in certain Geographic areas

### 8.3 ORDERING REQUIREMENTS

a. All orders placed by approved federal agency, state and local governments shall be placed via GSA Reverse Auction Platform and GSA eBuy unless modified by the GSA BPA Contracting Officer. By placing orders through the GSA Reverse Auction Platform and GSA eBuy, awarded vendors are encouraged to offer prices lower than the established BPA price. At a minimum, awarded vendors shall bid their BPA price or lower. If a vendor does not intend to submit a quote on a delivery order procurement under the government's electronic ordering tools, (i.e. GSA eBuy and GSA Reverse Auction Platform) the vendor shall place a "No Bid" and shall include a brief explanation as to the reason for the "No Bid."

b. Within 5 business days of BPA Establishment notification, contractor shall upload the BPA items reflecting awarded BPA pricing on GSA Advantage!. Federal Government and any approved State and Local agencies may require the BPA items to be uploaded to other portals as a condition of placing orders.

c. In an effort to standardize product offerings under this BPA. BPA holders must use manufacturer name, manufacturer part number and product service name when uploading products to GSA Advantage! unless modified by the BPA Contracting Officer. BPA holders must use the standard product description listed for the market basket items.

d. BPA holders shall use the GSA online configurator which would allow customers to customize both laptops and desktops from the standard laptop configurations in the Market Basket. This tool will allow customers to purchase options and accessories that may be purchased in conjunction with the initial product offering.

e. Contractor shall conform to the terms and conditions of the GSA Advantage! website. Contractor will allow a lead time of 3 business days for price changes to take effect in GSA Advantage!.

f. Order responsive - For orders placed electronically through GSA Advantage!, contractor shall provide the following:

1. Electronic acknowledgement within 8 hours informing customer of order receipt
2. Electronic acknowledgement within 8 hours of the order being shipped.
3. Electronic acknowledgement of credit returns or refunds within 48 hours.
4. Out of stock/backorder notification within 24 hours.

g. Quarterly Buy - GSA 2GIT BPAs will have a quarterly consolidated buying period for agencies to consolidate its requirements for enterprise wide purchases for IT Hardware to achieve maximum savings for its customers. Consolidated buy period will be from the 1st of the month of each quarter to the last of the month of each quarter.

#### 8.4 Program Review

The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the government reserves the right to request a meeting in person. The meetings will include all BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders.

Some major Federal Government, and any approved State and Local Agencies may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

The BPA shall be reviewed on an annual basis in accordance with FAR 8.405-3(e). Review of the BPAs will consist of the following:

1. The schedule contract, upon which the BPA was established, is still in effect;
2. The BPA still represents the best value to the government
3. Market Basket Items are still fair and reasonable.

#### 8.5 Exchange/Sale Program

GSA anticipates implementation of an Exchange/Sale Program during the duration of this BPA. The contractor may be asked to assist in the development of the strategy and subsequently support its execution consistent with their GSA schedule contract terms.

Exchange/Sale, in this situation means to exchange or sell non-excess, non-surplus personal property and apply the exchange allowance or proceeds of sale in whole or in partial payment for the acquisition of similar property. In this case all Computer Tablets on this BPA are considered personal property that potentially will need to be replaced.

GSA wants to be able to exchange or sell any and all property back to the Contractor and apply the exchange allowance or sales proceeds to reduce the cost of similar replacement property, 41 CFR 102-39 Exchange/Sale Process:

1. The Contractor should provide for physical removal of all equipment covered in this BPA from the GSA sites;
2. The Contractor will provide a report to the Contracting Officer or other authorized government representative verifying the removed equipment by serial number, and that that equipment has been successfully sanitized.
3. GSA will ensure that the Asset tags are removed by someone at the Site (i.e., a GSA employee).
4. GSA will report to the agency's local asset manager as with any disposal process.

#### 8.6 Disposal Program

GSA anticipates implementation of a Disposal Program during the duration of this BPA. The contractor may be asked to assist in development of the strategy and subsequently support its execution consistent with their GSA schedule contract terms.

#### 8.7 Cancellation of BPA

The Government reserves the right to cancel a BPA at any time if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing, and item quality), or the BPA holder is otherwise not in compliance with the BPA terms and conditions. The contractor shall notify the BPA's Contracting Officer no less than 60 days prior to the expiration of Contractor's Federal Supply Schedule 70 contract. If for any reason the Contractor's Schedule 70 contract is terminated the Contractor shall notify the BPA Contracting Officer within twenty-four (24) hours. The BPA's period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule 70 contract.

### **9.0 DELIVERY REQUIREMENTS**

- a. Continental United States (CONUS): Delivery time required is no later than 10 business days after receipt of order. For orders requiring customization (i.e. - desktop, notebook etc.), delivery time required is 20 business days after receipt of order.
- b. Outside the continental United States (OCONUS): Delivery time required is no later than 15 business days after receipt of order. For orders requiring customization (i.e. - desktop or notebook), delivery time required is 25 business days after receipt of order.
- c. Freight on Board (FOB) Destination: All orders to be delivered to the Continental United States (CONUS), Alaska, Hawaii, Puerto Rico, and U.S. Territories will be shipped F.O.B. Destination in accordance with FAR Clause 52.247-34, FOB Destination (Nov 2001).

d. **Packing Slip:** Contractor shall prepare a packing slip for each order placed under the BPA and provide it with the order. Contractor shall ensure the delivery ticket or packing slip contains the following minimum information:

1. Name of BPA Contractor
2. BPA Contract Number
3. Reverse Auction ID number
4. Order number if applicable
5. Name of receiving official and delivery order address
6. Date of purchase
7. Itemized list of supplies, shipped, including total cost of the order;
8. Manufacturer Name, Manufacturer Part Number and Model name
9. Quantity, unit price and total cost of each item shipped.

The name of the receiving official and ordering activity name shall appear in all ship to address blocks of packing slips and invoices.

e. **Returns:** Contractor shall allow the Government to return items in the original packaging and in sellable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee, for such item within 30 days of receipt of the returned item.

f. **Restocking fees:** Contractor may assess a restocking fee of up to 10 percent of the item cost when the Contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to item condition or contracting error.

g. **Damaged Goods:** Damaged products are the Contractor's responsibility and liability. If items are received in damaged condition, Contractor must replace items within 5 business days after receipt of notification of damage at Contractor's expense. The delivery of replaced items must adhere to the delivery timeframes specified in the original order.

h. **Delivery Order Reliability:** Contractor must maintain a 98 percent on-time delivery record. On a rolling 90 day basis, delivery must occur within the required timeframes for at least 98 percent of orders placed during the period. The 98 percent on-time delivery baseline will not include any items for which the Contractor has notified the customer of outages or delivery problems at time of order placement.

i. In accordance with the General Services Administration Acquisition Manual (GSAM) clause 552.232-79 payment by credit card (May 2003), the Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped.

## **10.0 INSPECTION AND ACCEPTANCE**

- a. Inspection and acceptance shall be as specified under the GSA Schedule 70 contract and individual delivery orders.

#### **11.0 INVOICING AND PAYMENT**

- a. Payment procedures shall be in accordance with the GSA Schedule 70 contract. The payment office shall be identified on each delivery order issued against the BPA. The requirements of a proper invoice are as specified in individual orders issued against the BPA and shall be submitted upon receipt and acceptance of the shipment(s) under each delivery order against the BPA. Each invoice shall contain the Delivery Order Number, Schedule 70 contract number, BPA number, Total Dollars Invoiced, Invoice Number and Accounting Control Number (ACT). The Contractor will be paid by Electronic Funds Transfer (EFT), unless otherwise specified in individual orders.
- b. Invoice Request: Contractor shall automatically send an electronic copy of the invoice to the purchaser. Contractor shall issue one detailed invoice to the buyer for the total amount of an order regardless of the number of partial shipments. No split invoices are authorized. Invoicing instructions will be identified on each individual order.

#### **12.0 TAX EXEMPTION**

- a. The contractor must provide tax exemption, where applicable, for all purchases covered under the BPA in accordance with FAR 52.229-3.

#### **13.0 WARRANTY**

- a. The Contractor shall provide standard original equipment manufacturers product warranty in accordance with the GSA Schedule 70 contract terms and conditions.

#### **14.0 CONTRACTING TEAMING ARRANGEMENTS (CTA)**

- a. Contracting Teaming Arrangements (CTA) to establish the 2GIT BPAs. Quoters shall identify Contracting Teaming Arrangements (CTA) in their quote. If a CTA is being used, the quoter must clearly identify all team members and a team lead that will interact with the government representing all team members. The team lead must have over 51 percent of the market basket on its GSA Schedule 70 contract and will be assigned the Blanket Purchase Agreement(s) against its GSA Schedule contract.
- b. Contracting Teaming Arrangements (CTA) at the delivery order level. BPA holders may form Contracting Teaming Arrangement(s) with other BPA holders to provide a total solution on individual orders.

#### **15.0 BPA ONBOARDING (SOLICITATION OPEN PERIOD)**

The government reserves the right to reopen this RFQ in order to establish additional BPAs if the GSA Contracting Officer determines it to be in the best interest of the Government to increase competition, support socio-economic goals, or to achieve other Government interests or requirements.

The reopening of the solicitation (onboarding) will be considered once annually and will be achieved via a solicitation amendment. Onboarding quotes will be evaluated in accordance with the Evaluation factors located in the original "Instructions to Quoters" document and will be detailed in the solicitation amendment.

## **16.0 REPORTING REQUIREMENTS**

### **16.1 Reporting Capabilities**

Contractor must have the capability to provide any reports in XML format or in standard Microsoft Office document formats as determined by the CO or other authorized Government representative. The Government may change submittal procedures from time to time, at no additional cost to the Government.

### **16.2 Management Reports**

Contractor shall provide, at no cost to the Government, monthly management reports on the first business day after the 15th of each month, containing at a minimum:

- Total aggregated spend volume,
- Value and percentage of all purchases by customer,
- Value and percentage of all purchases by channel (e.g., GSA Advantage!, phone, fax, e-mail, in-person, or contractor-operated website, etc.),
- Value and percentage of all purchases by payment method,
- Average order spend amount,
- Value and percentage of all Environmentally Preferable Purchasing (EPP) items purchased, and
- Activities to identify and promote EPP items.

Contractor shall furnish reports via e-mail in a format determined by the CO or other authorized government representative, as directed in writing and in accordance with the schedule identified in the deliverables.

### **16.3 Usage Reports**

Contractor shall provide, at no cost to the Government, quarterly usage reports utilizing Level III data captured at the transaction level and containing at a minimum:

- Item description,
- Manufacturer's name,

- Manufacturer's part number,
- Unit of measure,
- Quantity of item sold,
- Number of times an item was ordered during the period,
- BPA unit price,
- BPA extended price,
- Federal Supply Schedule 70 catalog price,
- Federal Supply Schedule 70 catalog extended price,
- Total extended cost,
- Exchange/Sale products,
- Environmentally preferable content, including specific attribute(s) and percent of environmentally preferable content,
- Greenhouse Gas products,
- Sustainability products,
- Shipping/freight charge,
- Delivery method (e.g., standard, overnight, desktop, secure desktop),
- Shipping weight,
- Supplemental fees charged (e.g., processing orders below the minimum, etc.),
- Customer agency,
- Payment method,
- Sales channel (e.g., GSA Advantage!, phone, fax, e-mail, in-person, or contractor operated website, etc.),
- Name of BPA contractor, and
- BPA contract number.

Contractor shall furnish reports in standard format uploaded directly to the IT Solutions Shop (ITSS) portal as directed, in writing, by the CO or other authorized Government representative, in accordance with the schedule identified in the deliverables.

#### 16.4 Performance Metric Reporting

Contractor shall provide, at no cost to the Government, monthly performance metrics and measurement reports the first business day after the 15th of each month. These metrics and measures will gauge the contractor BPA performance and will evaluate areas that include, but are not limited to:

- Adherence to delivery schedule:
- Scheduled versus actual delivery dates by transaction,
- Meeting BPA terms and conditions:
- Date required reports delivered,
- Identification of delinquent reports and reason for deficiency,
- Product damages and returns:
- Volume and value of damaged and returned products,



- Number of instances of damaged and returned product,
- Resolution of damaged and returned issues.
- Environmentally preferable content:
- Products offered with environmentally preferable content,
- Products refreshed for higher environmentally preferable content (content to/from), and
- Products with no environmentally preferable content available,
- Customer satisfaction:
- Annual customer satisfaction survey.

Contractor will provide performance metrics and measures at the aggregated BPA level and individual purchasing agency level to the CO. Contractor shall furnish reports in standard format via email to the Contracting Office as directed, in writing, by the CO or other authorized Government representative, in accordance with the schedule identified in the deliverables.

#### 16.5 Small Business Participation Reporting

The BPA Prime Contractor or Team shall provide a Small Business Participation Summary Report to the BPA Technical Project Manager/CAM and BPA Contracting Officer, no later than 30 days after the end of each BPA contract year. This report shall list each task order issued to the BPA Prime or Team over the course of the last 12 months and the dollar value. The report shall also calculate the overall Small Business Participation / Utilization percentage (based upon total Schedule contracted dollars) across all the task orders awarded to the BPA Prime or Team during the prior year.

### **17.0 REQUIREMENTS RELATED TO REGULATORY COMPLIANCE**

#### **17.1 Trade Agreements Act (TAA), (19 U.S.C., et seq.):**

Products provided under this agreement are subject to and shall be in compliance with TAA mandate, unless an authorized official of the GSA Schedules Office approves in writing a deviation to add non-Trade Agreement Act items to an offeror's Schedule contract.

#### **17.2 Environmental and Sustainable Products:**

The contractor shall provide environmentally friendly products in order to comply with federally mandated environmental programs and GSA Green Procurement Program Policy. These program elements include: recovered material products, energy and water efficient products, alternative fuels and fuel efficiency, bio-based products, non-ozone depleting substances, priority chemicals, environmentally preferable products. These program elements are described on the Office of the Federal Environmental Executive (OFEE) website ([www.ofee.gov](http://www.ofee.gov)).

Federal Agencies are required by Executive orders 13423 and 13514 and the Federal Acquisition Regulation (FAR) to assess and give preference to those products deemed environmentally

preferable through the Environmentally Preferable Purchasing (EPP) program. The EPP program should improve the ability to meet existing environmental goals identified at [www.epa.gov/epp](http://www.epa.gov/epp).

Contractors are required to provide an extensive selection of sustainable products. During the course of the BPA, GSA may begin to require an automatic substitution policy to ensure the Government is buying products that foster markets for environmentally preferable content and sustainable technologies. BPA holders shall assess the environmentally preferable content of BPA products at least annually and refresh their product list with the highest content products. Contractors will be notified by the GSA Contracting Officer during the course of the BPA.

EPEAT-registered products must be at the Bronze level or higher.

### **17.3 Section 508 Compliance:**

The contractor shall support the Government in its compliance with Section 508 throughout the resultant BPA period of performance. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. The contractor must indicate in its quote where full details of compliance to the identified standards can be found, such as contractor's website.

Applicable standards:

1194.21 Software Applications and Operating Systems

1194-22 Web based Intranet and Internet Information and Applications

1194-23 Telecommunications Products

1194-24 Video and Multimedia Products

1194-25 Self-Contained, Closed Products

1194-26 Desktop and Portable Computers

1194-41 Information, Documentation and Support

1194-31 Functional Performance criteria are the minimally acceptable standards to ensure Section 508 compliance.

The contractor should review the following websites for additional 508 information:  
<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12> <http://www.access-board.gov/508.htm>.

## **18.0 SOFTWARE**

18.1 Vendors will be allowed to carry software products on their BPA if they carry SIN 132-32 Term Software License and SIN 132-33 Perpetual Software License on their Schedule 70 Contract.

18.2 **License Agreement:** Notwithstanding any provision to the contrary, licenses are transferable within authorized users covered under the BPA delivery order agency. Software licenses available for purchase under this BPA are subject to the licensing provision and the terms of the GSA IT Schedule 70 contract. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.

18.3 **Functionality Replacement and Extended Support:** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the all **Authorized users** are entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

18.4 **Rights of Survivorship of the Agreement:** This Agreement shall survive unto (**VENDOR NAME**) its Successors and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of (**VENDOR NAME**) by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

## **19.0 DELIVERABLES AND REPORTING REQUIREMENTS TABLES**

**Table 1: Deliverables**

<b>Milestone/Deliverable</b>	<b>Action Provided From</b>	<b>Planned Completion Date</b>
Kickoff Meeting	Contractor /Government	NLT 5 days after date of BPA establishment
Management Report (16.2)	Contractor	Monthly; due on 15th of each month
Usage Report (16.3)	Contractor	Quarterly; due on 15th of the first month of the quarter
Performance Metrics Report (16.4)	Contractor	Monthly; due on 15th of each month

Catalog on GSA Advantage! (8.2-a )	Contractor	5 days after date of BPA establishment
Primary and Alternate POC (8.2-k)	Contractor	3 days after date of BPA establishment

**Table 2: Reporting Requirements**

Reference ID	Requirement	Performance Objective	Performance Standard	Monitoring Method
<b>Subsection 16.2</b>	Management Report	Timeliness/Accuracy	98% Compliance	Government Receipt
<b>Subsection 16.3</b>	Usage Report	Timeliness/Accuracy	98% Compliance	Government Receipt
<b>Subsection 16.4</b>	Performance Metrics Report	Timeliness/Accuracy	98% Compliance	Government Receipt
<b>Subsection 8.2-a</b>	Catalog on GSA Advantage!	Timeliness/Accuracy	98% Compliance	Government Receipt
<b>Subsection 8.2-k</b>	Primary and Alternate POC	Timeliness/Accuracy	98% Compliance	Government Receipt

## **20.0 GOVERNMENT POINT OF CONTACT**

The GSA BPA Contracting Officer and Contract Specialists will administer the established BPA(s), and will provide all technical assistance and clarification.

GSA BPA Senior Contracting Officer  
Name: Hassan Harris  
Phone: 404-215-8705  
Email: [hassan.harris@gsa.gov](mailto:hassan.harris@gsa.gov)

GSA BPA Senior Contract Specialist  
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GSA BPA Senior Contract Specialist  
Name: Jeanine Tyson  
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GSA BPA Contract Specialist  
Name: Shemeka Ricks  
Phone: 404-215-6905  
Email: [shemeka.ricks@gsa.gov](mailto:shemeka.ricks@gsa.gov)

## **21.0 CLAUSES**

FAR 52.204-2 Security Requirements (Aug 1996)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6

months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

DFAR 252.201-7000 Contracting Officer's Representative (Dec 1991)

GSAM 552.233-70 Protests Filed directly with the General Services Administration (Mar 2000)

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